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AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (REV 4/2002) Prescribed by GSA

SOLICITA	TION/C		ACT/ORDER FOR DIVIDUED)	COMMERC	IAL ITE	EMS					PA	GE:	2 OF 12
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES						21. QUANTII	ΓΥ	22. UNIT	23. UNIT	PRICE	24	. AMOUNT
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33. SHIP NUMBER	FINAL 34	34. VOUCHER NUMBER 35. AMOUNT VERIFIED CORRECT FOR			36.	IUMBER							
38. S/R ACCOUNT		39. S/	R VOUCHER NUMBER	40. PAID BY									
			ORRECT AND PROPER	FOR PAYMENT 41c. DATE	42a. RE	CEIVED BY	(Print)						
AND THE PROPERTY OF THE PROPER					CEIVED AT	CEIVED AT (Location)							
				42c. DA	42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS								

Section SF 1449 - CONTINUATION SHEET

ITEM NO 0001

SUPPLIES/SERVICES

QUANTITY 120 UNIT Dollars, U.S. UNIT PRICE \$478.00 AMOUNT \$57,360.00

ATEC AOA GLASS P/N DTA182770

FFP

The contractor will supply the following:

One hundred and twenty (120) sheets of glass from the specifications of the drawing DTA182770

Price to enclude packaging and shipping cost to the TACOM Warren facility.

Partial shipments of the glass are acceptable, minimum quantities and the dates that are needed are listed below, earlier delivery of units is acceptable. DTA182770, 30 units by 4-30-07, 30 units by 5-15-07, 30 units by 5-29-07 and 30 units by 6-8-07.

Primary Performance Certifier: Gerard Szczerbinski AMSRD-TAR-D 586-574-8995

Alternate Performance Certifier: Santiago Ponti, AMSRD-TR-D 586-574-5457

SHIP TO:

TACOM LCMC

6501 E. Eleven Mile Road

Shipping & Receiving Bldg 249

ATTN: Gerard Szczerbinski, 4-8995, AMSRD-TAR-D/MS 234

Warren, MI 48379-5000

PLEASE DO NOT SEND INVOICES TO DFAS COLUMBUS, please see "Prompt Payment (Invoices)" dated June 2000. The invoice shall contain the steps (a)-(h). Invoices will be submitted electronically to: CONTRACTINVOICE@tacom.army.mil

Contractor shall put tax ID number on invoices to expedite payment.

FOB: Destination

PURCHASE REQUEST NUMBER: TARDEV11107

NET AMT

\$57,360.00

ACRN AA

CIN: TARDEV111070001

\$57,360.00

Page 4 of 12

ITEM NO 0002 SUPPLIES/SERVICES

QUANTITY 50 UNIT Dollars, U.S. UNIT PRICE \$389.00 AMOUNT \$19,450.00

ATEC AOA GLASS P/N DTA182953

FFP

The contractor will supply the following:

Fifty (50) sheets of glass from the specification of the drawing DTA182953.

Price to enclude packaging and shipping cost to the TACOM Warren facility.

Partial shipments of the glass are acceptable, minimum quantities and the dates that are needed are listed below, earlier delivery of units is acceptable. DTA182953, 10 units by 4-30-07, 20 units by 5-15-07, 20 units by 5-29-07 and 20 units by 6-8-07.

Primary Performance Certifier: Gerard Szczerbinski AMSRD-TAR-D 586-574-8995

Alternate Performance Certifier: Santiago Ponti, AMSRD-TR-D 586-574-5457

SHIP TO:

TACOM LCMC 6501 E. Eleven Mile Road Shipping & Receiving Bldg 249 ATTN: Gerard Szczerbinski, 4-8995, AMSRD-TAR-D/MS 234 Warren, MI 48379-5000

PLEASE DO NOT SEND INVOICES TO DFAS COLUMBUS, please see "Prompt Payment (Invoices)" dated June 2000. The invoice shall contain the steps (a)-(h). Invoices will be submitted electronically to: CONTRACTINVOICE@tacom.army.mil

Contractor shall put tax ID number on invoices to expedite payment.

FOB: Destination

PURCHASE REQUEST NUMBER: TARDEV11107

NET AMT

\$19,450.00

ACRN AA

CIN: TARDEV111070002

\$19,450.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

0001 0002 Destination Destination

Government Government Destination Destination

Government Government

DELIVERY INFORMATION

CLIN

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

0001

08-JUN-2007

120

TACOM LCMC

W56HZV

GERARD SZCZERBINSKI GERARD SZCZERBINSKI AMSRD-TAR-D/ MS 234

SZCZERBG@TACOM.ARMY.MIL

WARREN MI 48397-5000

586-574-8995 FOB: Destination

0002

08-JUN-2007

50

(SAME AS PREVIOUS LOCATION)

W56HZV

FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA: 2172020000076N6N7E4238080000026EB7RX13P000000G25010DEV11107S20113

AMOUNT: \$76,810.00

CIN TARDEV111070001: \$57,360.00 CIN TARDEV111070002: \$19,450.00

CLAUSES INCORPORATED BY REFERENCE

52.212-1

Instructions to Offerors--Commercial Items

SEP 2006

52.212-4 52.247-34 Contract Terms and Conditions--Commercial Items F.O.B. Destination

FEB 2007 NOV 1991

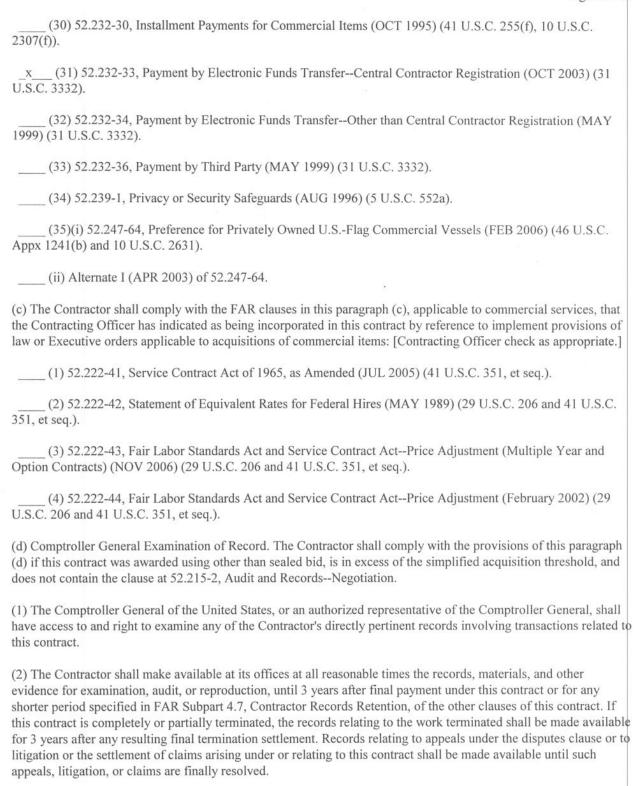
CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

acquisitions of commercial items: (Contracting Officer check as appropriate.)
(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995 41 U.S.C. 253g and 10 U.S.C. 2402).
(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).
(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
(4) [Removed].
_x (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
(ii) Alternate I (OCT 1995) of 52.219-6.
(iii) Alternate II (MAR 2004) of 52.219-6.
(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
(ii) Alternate I (OCT 1995) of 52.219-7.
(iii) Alternate II (MAR 2004) of 52.219-7.
(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
(8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).
(ii) Alternate I (OCT 2001) of 52.219-9
(iii) Alternate II (OCT 2001) of 52.219-9.
(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
(ii) Alternate I (JUNE 2003) of 52.219-23.





(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that

the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.232-4004 PROMPT PAYMENT (INVOICES)

(JUNE 2000)

- 1. In accordance with the Prompt Payment Clause (FAR 52.232.25), this guidance is provided for the submission of invoices.
- 2. An invoice is the Contractor's bill or written request for payment under the order for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the order.
- 3. Submit your invoice, preferably by email or through other electronic means, to EITHER:
- x CONTRACTINVOICE@tacom.army.mil OR
- ____ the administrator at the address on the face page of this contract

(If none of these is checked, send it to the first address: CONTRACTINVOICE@tacom.army.mil)

4. A proper invoice must include the following items:

- (a) Name and address of the Contractor
- (b) Invoice date
- (c) Order number or other authorization for supplies delivered or services performed (including order number and contract line item number CLIN)
- (d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (e) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipment on Government bills of lading
- (f) Name and address of Contractor to whom payment is to be sent (must be as specified in the order or in proper notice of assignment)
- (g) Tax payer ID number.
- (h) Any other information or documentation required by other requirements of the order (such as evidence of shipment)

NOTE: ALL INVOICES FAILING TO PROVIDE THE REQUIRED INFORMATION WILL BE RETURNED UNPAID.

- 5. Interest penalties to be paid by the Government if payment is not made within the applicable time limits specified by the Prompt Payment Act, are subject to the following conditions:
 - (a) A proper invoice was received by the designated billing office
 - (b) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any term or condition.
 - (c) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(end of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://akss.dau.mil/jsp/default.jsp and/or http://erc.tacom.army.mil/default.htm

(End of clause)

Marking of Shipment

All packages must be marked with the contents and TACOM Contract/Order Number.

Failure to properly mark all shipments may result in delayed payment and possible rejection of invoices and/or shipments.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.
52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).
(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.
(1) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
(2) 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
(3) _x 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
(4) _x 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
(5) 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).
(6) 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
(7) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
(8) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
(9) 252.225-7021, Trade Agreements (NOV 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
(10) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
(11) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
(12)(i) 252.225-7036, Buy American ActFree Trade AgreementsBalance of Payments Program (OCT 2006 (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
(ii) Alternate I (OCT 2006) of 252.225-7036.

